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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re:**

**GENERAL MOTORS CORPORATION,  
*et al.*,**

**Debtors.**

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)  
) **Case No. 09-50026 (REG)**  
) **(Jointly Administered)**

)  
) **Chapter 11**  
)  
)  
)

**LIMITED OBJECTION OF EATON CORPORATION TO THE DEBTORS  
PROPOSED ASSUMPTION AND ASSIGNMENT OF CERTAIN  
EXECUTORY CONTRACTS BASED ON THE CURE AMOUNTS  
PROPOSED IN CONNECTION THEREWITH**

Eaton Corporation, for itself and its affiliates (collectively “Eaton”), pursuant to the procedures set forth in the Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 (I) Approving Procedures for Sale of Debtors’ Assets Pursuant to Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice (the “Sale Procedures Order”) [Docket No.274] hereby objects on a limited basis (“Objection”) to the proposed assumption and assignment of the Assumable Executory

Contracts<sup>1</sup> to which Eaton may be a party, based on the proposed Cure Amounts. In further support of its Objection, Eaton respectfully states as follows:

1. Pursuant to Sale Procedures Order, GM has sent to Eaton its Notice of (I) Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the “Eaton Notice”). The Eaton Notice indicates that GM intends to assume and assign executory contracts between GM and Eaton in connection with GM’s proposed sale of its assets and operations. The Eaton Notice provides a procedure for Eaton to review the Cure Amounts proposed by GM.

2. Subsequent to the delivery of the Eaton Notice, Eaton has reviewed the information provided as to Cure Amounts. Such information includes more than 1400 individual line items that must be reviewed and reconciled with GM. Eaton has not had sufficient time to complete its efforts to reconcile the items included in the Cure Amounts.

3. The standards for assumption of an executory contract are set forth in §365 of the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. §101 *et seq.* (the “Bankruptcy Code”). Section 365(b) of the Bankruptcy Code requires a debtor to cure defaults as a precondition of assuming an executory contract. The defaults that must be cured include both pre-petition and post-petition defaults. *In re Stoltz*, 315 F.3d 80, 86 (2nd Cir. 2002).

4. Eaton objects to the proposed assumption and assignment of its Assumable Executory Contracts, solely on the basis of the Cure Amounts proposed, to the extent such

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<sup>1</sup> Capitalized terms used in this Objection and not specifically identified herein have the meaning ascribed to those terms in the Sale Procedures Order.

amounts remain unreconciled as of the date of this Objection. Eaton merely requires that such assignment and assumption be in compliance with the provisions of § 365 of the Bankruptcy Code and/or the mutual agreement of Eaton and GM.

5. Because the legal points and authorities upon which Eaton relies for purposes of this Objection are incorporated into the Objection, Eaton respectfully requests that the Court deem satisfied or, alternatively, waive any requirement of the filing of a separate memorandum of law.

**WHEREFORE**, Eaton respectfully requests that the Court condition the proposed assumption of Eaton's Assumable Executory Contracts on the payment by GM of the full amounts required for cure, and further order such other relief as may be just and equitable.

Dated: June 15, 2009

/s/ G. Christopher Meyer  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing **LIMITED OBJECTION OF EATON CORPORATION** was, in addition to ECF electronic service, served by overnight mail, this 15th day of June, 2009, on the persons set forth below.

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/s/ G. Christopher Meyer  
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